

SERFF Tracking Number: LDRC-125440096 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Closing Protection Letter
Project Name/Number: CPL/

Filing at a Glance

Company: Old Republic National Title Insurance Company

Product Name: Closing Protection Letter

TOI: 34.0 Title

Sub-TOI: 34.0000 Title

Filing Type: Form

SERFF Tr Num: LDRC-125440096

SERFF Status: Closed

Co Tr Num:

Co Status:

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees received

Reviewer(s): Betty Montesi, Brittany
Yielding, Sarah Harper

Authors: Elise Reed, Heidi Majors

Date Submitted: 01/18/2008

Disposition Date: 02/12/2008

Disposition Status: Approved

Effective Date Requested (New): 01/21/2008

Effective Date Requested (Renewal):

Effective Date (New): 02/12/2008

Effective Date (Renewal):

02/12/2008

State Filing Description:

General Information

Project Name: CPL

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 02/12/2008

State Status Changed: 01/18/2008

Corresponding Filing Tracking Number:

Filing Description:

Form Filing /Revised Closing Protection Letter

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Elise Reed, Counsel

400 Second Avenue South

ereed@oldrepublictitle.com

(612) 336-7061 [Phone]

SERFF Tracking Number: LDRC-125440096 *State:* Arkansas
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TOI: 34.0 Title *Sub-TOI:* 34.0000 Title
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Minneapolis, MN 55401 (612) 371-1124[FAX]

Filing Company Information

Old Republic National Title Insurance Company	CoCode: 50520	State of Domicile: Minnesota
400 Second Avenue South	Group Code: 50520	Company Type: Title
Minneapolis, MN 55401	Group Name: Old Republic	State ID Number: 50520
(800) 328-4441 ext. 7061[Phone]	FEIN Number: 41-0579050	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 Per Form Filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic National Title Insurance Company	\$50.00	01/18/2008	17571894

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
	\$0.00	

SERFF Tracking Number:	LDRC-125440096	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Sarah Harper	02/12/2008	02/12/2008
Objection Letters and Response Letters			

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Sarah Harper	02/05/2008	02/05/2008	Heidi Majors	02/12/2008	02/12/2008
Industry						
Response						

SERFF Tracking Number: LDRC-125440096 *State:* Arkansas
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Disposition

Disposition Date: 02/12/2008
Effective Date (New): 02/12/2008
Effective Date (Renewal): 02/12/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	LDRC-125440096	State:	Arkansas
Filing Company:	Old Republic National Title Insurance Company	State Tracking Number:	EFT \$50
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TOI:	34.0 Title	Sub-TOI:	34.0000 Title
Product Name:	Closing Protection Letter		
Project Name/Number:	CPL/		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Form	Closing Protection Letter		Yes
Form	Closing Protection Letter		Yes

SERFF Tracking Number: LDRC-125440096 State: Arkansas
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 34.0 Title Sub-TOI: 34.0000 Title
Product Name: Closing Protection Letter
Project Name/Number: CPL/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/05/2008
Submitted Date 02/05/2008
Respond By Date 02/19/2008

Dear Elise Reed,

This will acknowledge receipt of the captioned filing.

Objection 1

- Closing Protection Letter (Form)

Comment: Please remove the last sentence of paragraph 7 under Conditions and Exclusions. We do not believe that any time limit should be given. A course of intentional action could hide the wrong for a sufficient time so that by the time the insured actually locates and notices the limitation period, it could easily have run before they could submit a "claim" satisfactory to the insurer.

Please feel free to contact me if you have questions.

Sincerely,

Sarah Harper

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/12/2008
Submitted Date 02/12/2008

Dear Sarah Harper,

Comments:

Response 1

Comments: Attached is the revised CPL with the last sentence of paragraph 7 removed.

Related Objection 1

Applies To:

- Closing Protection Letter (Form)

Comment:

SERFF Tracking Number: LDRC-125440096 State: Arkansas

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Please remove the last sentence of paragraph 7 under Conditions and Exclusions. We do not believe that any time limit should be given. A course of intentional action could hide the wrong for a sufficient time so that by the time the insured actually locates and notices the limitation period, it could easily have run before they could submit a "claim" satisfactory to the insurer.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Closing Protection Letter	ORT 4450	02-08-08	Other	New		0	4450 Arkansas CPL 2-8-08.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Elise Reed, Heidi Majors

SERFF Tracking Number: LDRC-125440096 State: Arkansas

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Company Tracking Number:

TOI: 34.0 Title Sub-TOI: 34.0000 Title

Product Name: Closing Protection Letter

Project Name/Number: CPL/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
	Closing Protection Letter	ORT 4450	01-17-08	Other	New		0.00	FINAL 4450 Arkansas CPL 1-17-08.pdf
	Closing Protection Letter	ORT 4450	02-08-08	Other	New		0.00	4450 Arkansas CPL 2-8-08.pdf

CLOSING PROTECTION LETTER

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Name and Address of Addressee:

Date:

Name of Issuing Agent or Approved Attorney (hereafter, "Issuing Agent" or "Approved Attorney", as the case may require):

[Identity of settlement agent and status as either Issuing Agent or Approved Attorney appears here.]

Re: Closing Protection Letter

Dear

Old Republic National Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney, provided:

- (A) title insurance of the Company is specified for protection in connection with the closing; and
- (B) you are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, (iii) lessee of an interest in land; or (iv) seller of an interest in land.

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:
 - A. Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.
 - E. Your settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by you or known to you.
2. If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
4. When the Company shall have reimbursed you pursuant to this letter, it shall be entitled to recover any amount so paid to you for which you have received reimbursement from any third party. Liability of the Company shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right to reimbursement.
5. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
6. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.
7. You must promptly send written notice of a claim under this letter to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401. The Company is not liable

for a loss if the written notice is not received within one year from the date of the closing.

8. The protection herein offered extends only to real property transactions in Arkansas.

Any previous closing protection letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: _____

CLOSING PROTECTION LETTER

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Name and Address of Addressee:

Date:

Name of Issuing Agent or Approved Attorney (hereafter, "Issuing Agent" or "Approved Attorney", as the case may require):

[Identity of settlement agent and status as either Issuing Agent or Approved Attorney appears here.]

Re: Closing Protection Letter

Dear

Old Republic National Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney, provided:

- (A) title insurance of the Company is specified for protection in connection with the closing; and
- (B) you are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, (iii) lessee of an interest in land; or (iv) seller of an interest in land.

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:
 - A. Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.
 - E. Your settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by you or known to you.
2. If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
4. When the Company shall have reimbursed you pursuant to this letter, it shall be entitled to recover any amount so paid to you for which you have received reimbursement from any third party. Liability of the Company shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right to reimbursement.
5. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
6. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.
7. You must promptly send written notice of a claim under this letter to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401.

8. The protection herein offered extends only to real property transactions in Arkansas.

Any previous closing protection letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: _____

<i>SERFF Tracking Number:</i>	<i>LDRC-125440096</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Old Republic National Title Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>34.0 Title</i>	<i>Sub-TOI:</i>	<i>34.0000 Title</i>
<i>Product Name:</i>	<i>Closing Protection Letter</i>		
<i>Project Name/Number:</i>	<i>CPL/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRC-125440096 State: Arkansas
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Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

01/18/2008

Comments:

Since this change is mandated by the Department, we are hoping that the 20-day waiting period for use of this form will be waived.

Attachment:

TRANSMITTAL.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1